

TERMS & CONDITIONS

1. Definitions

Be the Boss of your Body	: The training and course-design organisation.
Experience	: All aspects of customer food try outs
Customer	: The person who signs up

2. Applicability

- a. These Terms and Conditions are applicable to all agreements and offers between Be the Boss of your Body and the customer regarding all forms of courses.
- b. These Terms and Conditions are also available on the Be the Boss of your Body website.
- c. Should Be the Boss of your Body allow leniency on the compliance of these Terms and Conditions, it would not automatically mean that its terms are no longer applicable, neither would Be the Boss of your Body lose the right to demand correct compliance.

3. Offer

- a. Be the Boss of your Body makes offers via its website, Social media or via written emails.
- b. The offer carefully describes the awareness training and/or teaching material which is part of the education service.
- c. Every offer will contain as much information as possible. The following aspects will always be included;
 - the starting date
 - the way the training will be executed
 - the price with possible additional costs and taxes
 - entry requirements in order to take part in the specific training
 - how to pay
 - the length of the agreement
- d. Be the Boss of your Body cannot be held accountable for an offer when it is reasonably understood by the customer that the offer contains a mistake.
- e. Be the Boss of your Body is entitled to withdraw an offer, quotation or promotion – apart from the above – while the customer has not yet accepted this offer or promotion in writing.

- f. A combined offer does not obligate Be the Boss of your Body to comply with only part of the offer with its corresponding price.
- g. An offer or given prices of quotations do not automatically hold good for future situations.
- h. In order to provide quotations, Be the Boss of your Body needs the customer's personal details to be able to communicate and make invoices regarding the awareness training, as required by Dutch Law.

4. Agreement

- a. The agreement takes effect by having paid for the awareness training, either via the website or bank transfer. Be the Boss of your Body has always the right to revoke the agreement should the customer not comply with the course requirements. In such a case, both parties will meet in order to come to a solution.

5. Cancellation

- a. Once an agreement on the course has been confirmed by means of payment, the customer can only cancel under certain conditions. The following rules apply:
 - the cancellation needs to be received by Be the Boss of your Body in writing. The date of receipt determines the cancellation date.
 - when cancelling 30 days before the start of the course, the customer owes 10% of the total training amount, with a minimum of 100 euros.
 - when cancelling within 30 days but longer than 14 days before the start of the course, the customer owes 25% of the total training amount, with a minimum of 100 euros.
 - when cancelling within 14 days before the start of the education service, the customer owes 100% of the total course amount.
- b. When the agreement consists of a course which covers a longer time period, and the customer wishes to cancel the services before the end of the agreement, the customer is at liberty to do so. It will, however, not release them from their payment obligation, with the exception of not yet ordered or supplied (course) material.
- c. When the course comprises a live day, then the following rules apply:
 - when cancelling within two months before the start of the live day, 100% of the total agreed amount is due.
 - when cancelling between two and three months before the start of the live day, 50% of the total agreed amount is due.
 - when cancelling longer than 3 months before the start of the live day, 25% of the total agreed amount is due.

6. Price changes

- a. Possible price changes will always be made in the month of December, and be visible on the website. Be the Boss of your Body is entitled to increase the prices with at least the minimum consumer-price-index-figure percentage as calculated by the Central Bureau of Statistics in the Netherlands (CBS).
- b. Should the consumer have already made an agreement about a course before the indexing, then the agreed price stands.
- c. Apart from the above, Be the Boss of your Body has no influence on price increases by third parties, such as venue renters and caterers. These price changes are part of their terms and conditions.

7. Conformity

- a. Be the boss of your Body strives to carefully execute every training to the best of her professional ability. When the course includes a live day, Be the Boss of your Body strives to use a wide variety of resources and teaching skills to best achieve the learning objectives. Be the Boss of your Body will always pursue and make sure she delivers quality.
- b. In this regard, Be the Boss of your Body cannot guarantee any form of intended result. The customer is responsible for his or her own progress.

8. Intellectual property

- a. Be the Boss of your Body reserves all rights to products of the mind (creation) which she will use or will have used in order to execute the course content properly.
- b. In this respect, it is therefore forbidden to copy, to multiply, to publish or to exploit – possibly with the help of third parties – products created by Be the Boss of your Body relating to selective summaries, models, comprised overviews, tools (such as emails, video and other material – either digitally or in hard copy) or any other brainchild products.
- c. It is not allowed to hand over these products and tools to third parties.
- d. Be the Boss of your Body is always entitled to use newly acquired knowledge from teaching activities for other purposes, lest it should entail private or confidential information.

9. Payment

- a. Payment is done via digital banking or by bank transfer. The term of payment is immediate for the former and 14 days for the latter.

- b. Apart from the above, full payment of a course should be made one week before the start of this training at the latest.
- c. Apart from the above, full payment for a course including a live day should be made one month before the start of this training at the latest.
- f. When a customer has not paid fully for the course through either digital banking or a bank transfer, this person has no access to the training or any other service Be the Boss of your Body offers, relating to the agreement.
- g. Deviating from the above, should be the Boss of your Body possibly require down payments then these should be paid instantly.
- h. Objections to the amount of the invoice never give the customer the right to delay payment.
- i. Should the customer not having paid within the set term(s) as stated in this article, or as stated in another mutually accepted written agreement, then Be the Boss of your Body is entitled to charge interest from the expiry date onwards without a formal notification.
- j. All costs, judicial or extrajudicial, that are made as a result of the collection of claims are to be paid by the customer. The extrajudicial costs are determined according to the Law collection costs (Wet Incassokosten). These are at least 15% of the due amount with a minimum of 40 euros, as per reference to the Law Collection Costs (Wet Incassokosten)

10. Non-compliance

- a. When the customer does not comply with the obligations forthcoming the agreement, it entitles Be the Boss of your Body to postpone the agreement for courses which do not include a live day, or hold the customer in contempt and set a payment term, when possible. Should the customer be in default, then Be the Boss of your Body is entitled to terminate the agreement.
- b. Be the Boss of your Body has the right of retention regarding the customer's obligations should the customer be in default, unless the retention is disproportional to the default.

11. Force Majeure

- a. Be the Boss of your Body is not bound by any obligation should she be hindered by external circumstances which are not the result of personal fault.
- b. By Force Majeure in terms and conditions is meant – including the legal and case law definitions: all external causes, predictable and non-predictable on which Be the Boss of your Body has no influence and due to Be the Boss of your Body can no longer meet her obligation.

- c. Be the Boss of your Body is also entitled to invoke Force Majeure, should the circumstances prevent (further) proper execution of her obligations.
- d. Both parties can postpone the obligations for the period of time that the Force Majeure is prevalent. When this period takes longer than two months, either party is entitled to terminate the agreement, without obligations to compensate damage to the other party.
- e. When Be the Boss of your Body has already partially fulfilled her obligations or is able to further fulfill her obligations at the time of the Force Majeure, and this part has independent value, Be the Boss of your Body is entitled to invoice for the partially fulfilled part or the still to be fulfilled part. The customer is obliged to settle the invoice as if it were a separate agreement.

12. Liability

- a. Should Be the Boss of your Body fall short in her awareness training, which is clearly provable and which makes the customer suffer damages that are verifiable, then she is subject to liability.
- b. The total liability of Be the Boss of your Body regarding attributable shortcomings in the compliance of the agreement is restricted to that which a possible liability insurance pays out. Should a damage claim not be covered by the liability insurance or Be the Boss of your Body does not have a liability insurance, though it is crystal clear that Be the Boss of your Body is liable, then the liability is restricted to the reimbursement of only the direct damage with a maximum of the agreed price in the existing agreement. (excl. VAT)
- e. Be the Boss of your Body is not liable for damages when this is related to activities, wrong or incomplete information of the customer or a third party such as the Health agents.
- f. Be the Boss of your Body is not liable for (the consequences of) any print or writing mistakes.
- g. Liability for Be the Boss of your Body regarding attributable shortcomings in the execution of the agreement, only arises when the customer holds Be the Boss of your Body in contempt in writing, which includes a reasonable time period to comply and after which time Be the Boss of your Body has not been able to meet the required obligations. The notice of default needs to contain a detailed description of the shortcoming, so as to give Be the Boss of your Body the ability to respond adequately.
- h. Be the Boss of your Body is not liable for damage or loss of documents during transport or shipment per post, regardless whether this transport is executed by the customer, Be the Boss of your Body or a third party.
- i. The restrictions regarding liability as mentioned in this article are no longer valid should the suffered damage be the result of Be the Boss of your Body's deliberate intent or conscious recklessness.
- j. The customer is always required to take care of insurances should they take part in a live day.

13. Confidentiality

- a. Personal information received by the customer will be dealt with confidentially by Be the Boss of your Body and /or her staff. Be the Boss of your Body will conform to the prevailing Privacy laws in the Netherlands.

14. Complaints

- a. Complaints about the execution of a course must be made within four weeks and contain a clear description.

15. Arbitration Board

- a. The agreements are subject to Dutch law, unless the law of another country is applicable on the basis of imperative law.
- b. Disputes between the customer and Be the Boss of your Body about the execution of the agreed educational service, can be lodged by the Arbitration Board "Particuliere onderwijsinstellingen, Borderwijklaan 46, Postbus 90600, 2509 LP Den Haag (www.degeschillencommissie.nl) by both parties.
- c. The arbitration board will only then process the dispute when the customer has filed a complaint to Be the Boss of your Body as mentioned under point 14, and which has not led to a satisfactory solution.
- d. A dispute is to be submitted at the arbitration board within twelve months after having filled the complaint as described under point 14.
- e. The person who files the dispute will pay for the arbitration costs.
- f. When the customer presents a dispute to the arbitration board, Be the Boss of your Body is bound by this choice.
- g. When Be the Boss of your Body wishes to file a dispute with the arbitration board, she first has to seek agreement from the customer within five weeks. Be the Boss of your Body is required to mention that after the given time period, she is entitled to present the dispute to a normal judge.
- h. The arbitration board rules based on the applicable terms of their specific regulations. The decision of the Arbitration board is binding.
- i. When it's not possible to lodge a case at the Arbitration board as mentioned in 'b' due to jurisdictional or other reasons, the case will be lodged at the Dutch court in the region Zeeland-West Brabant.

16. Changes and additions

- a. Should Be the Boss of your Body offer a new awareness training which is not covered by the Terms and Conditions, then the latter will be changed or supplemented.
- b. Apart from the above, Be the Boss of your Body is entitled to change the Terms and Conditions at all times. The modified Terms and Conditions will take effect the moment they have been communicated with the customer.
- c. Additional conditions may apply regarding a particular service or live day.